

23141  
xxxx9073

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

**Audie R. Golderos Caballero,  
Minerva I. Valentín Crespo,**

**Debtor(s).**

Banco Popular de Puerto Rico,  
Movant,

Audie R. Golderos Caballero,  
Minerva I. Valentín Crespo,  
Debtors-Respondents,

Alejandro Oliveras Rivera,  
Trustee.

CASE NO: **11-01461 BKT**

CHAPTER: **13**

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Banco Popular de Puerto Rico**, hereinafter referred to as "BPPR", by the undersigned attorney, and very respectfully alleges and prays:

1. Audie R. Golderos Caballero and Minerva I. Valentín Crespo hereinafter will be referred to as "**the debtor**".
2. BPPR, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic

stay be lifted in order to continue with the mortgage foreclosure proceedings.

3. The pertinent part of section 362 states that:

- (d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-
  - (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
  - (2) With respect to a stay of an act against property under subsection(a) of this section, if---
    - A) The debtor does not have an equity in such property ; and
    - B) Such property is not necessary to an effective reorganization;

4. BPPR is the holder in due course of a mortgage note in the principal sum of \$99,400.00, bearing interest at 7.00%, per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public Maria Isabel Garcia Martilla on June 25<sup>th</sup>, 2005, deed number 462 ("the mortgage"). Attached hereto as Exhibit 1 is a copy of the note and as Exhibit 2 a copy of a title search that evidences BPPR's secured status.

5. The debtor's payment plan requires that the debtor make monthly regular post petition payments directly to BPPR.

6. The debtor has not made the monthly installments due to movant having incurred in a total of 4 post-petition installments in arrears to BPPR amounting to **\$3,266.15, plus \$400.00 in legal fees for the total amount**

**of \$3,666.15.** See Exhibit 3 attached hereto and made part hereof for an itemized statement of the arrearage.

7. The debtor's failure to make payments due under the mortgage note, results in the debtor's material default with the terms of the plan.
8. BPPR has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtor has failed to make post petition payments as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.
9. In view of the foregoing BPPR respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.
10. Attached hereto as Exhibit 4 is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

**WHEREFORE**, BPPR respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to BPPR and authorizing BPPR to proceed with the foreclosure of the mortgage against the property of the debtor, with such further relief as is just and proper.

**RESPECTFULLY SUBMITTED**

I HEREBY CERTIFY that this 23 day of June, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will

send notification of such filing to the following: **the Trustee, Alejandro Oliveras Rivera** and **to the debtors' attorney, Marilyn Valdés Ortega.**

**Martínez & Torres Law Offices**  
P.O. Box 192938 San Juan, PR 00919-2938  
Tel. (787) 767-8244 & Fax (787) 767-1183

**s/ Tania M. Vázquez Maldonado**  
By: Tania M. Vázquez Maldonado  
USDC -PR 227810  
**tvazquez@martineztorreslaw.com**

*TMV*

Vanessa M Torres Quiñones  
USDC -PR 217401  
**vtorres@martineztorreslaw.com**

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NOTE  
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PAGARE

US\$ 99,400.00 GUAYNABO -----, Puerto Rico

JUNE 25, 2005  
25 de JUNIO de 2005

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay POPULAR MORTGAGE, INC., or order the principal sum of NINETY NINE THOUSAND FOUR HUNDRED DOLLARS (\$99,400.00) DOLARES (\$99,400.00)

Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of SEVEN (7%) percent per annum. Principal and interest shall be payable at

POPULAR MORTGAGE, INC., GUAYNABO, PUERTO RICO 00966

POPULAR MORTGAGE, INC., GUAYNABO, PUERTO RICO 00966

or such other place as the Note holder may designate in writing, in consecutive monthly installments of

SEVEN HUNDRED TWO POINT FIFTY FOUR DOLLARS (\$702.54)  
SETECIENTOS DOS PUNTO CINCUENTA Y CUATRO DOLARES (\$702.54)

on the FIRST day of each month beginning AUGUST 1ST., 2005, until

the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on JULY 1ST., 2030.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance.

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such proceeding the agreed and liquidated amount of ten percent of the original principal amount hereof to cover costs and expenses of suit, including but not limited to attorney's fees.

Este es el valor fijo para la fecha de la escritura  
Este es el valor fijo para la fecha de la escritura

PUERTO RICO — 1 to 4 Family — 675 — FMNA/EHLMC UNIFORM INSTRUMENT

CLICUARATON

— Borrower shall pay to the Note holder a late charge of .5% percent of any

— El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de .5% por ciento de cualquier plazo monthly installment not received by the Note holder within fifteen (15) days after the mensual que no sea recibido por el tenedor de este Pagaré dentro de quince (15) días después de la fecha de vencimiento de dicho plazo.

— Borrower may prepay the principal amount outstanding in whole or in part. The Note holder — El Deudor podrá pagar por anticipado la totalidad o parte del balance/saldo del principal. El tenedor de este Pagaré

may require that any partial prepayments (i) be made on the date monthly installments are due podrá requerir que cualquier pago parcial (i) sea hecho en la fecha en que vengan plazos mensuales

and (ii) be in the amount of that part of one or more monthly installments which would be applicable y (ii) sean en la cuantía de aquella parte de uno o más plazos mensuales que sería aplicable

to principal. Any partial prepayment shall be applied against the principal amount outstanding and a principal. Cualquier pago parcial por anticipado será aplicado contra el principal biselado y

shall not postpone the due date of any subsequent monthly installments or change the amount of such no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni cambiará el monto de dichos

installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date plazos, a menos que el tenedor de este Pagaré acuerde lo contrario por escrito. Si dentro de cinco años desde la fecha

of this Note, the undersigned makes any prepayments in any twelve month period beginning with the de este Pagaré, los suscritos hacen cualquier pago anticipado en cualquier periodo de doce meses comenzando con la

date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a fecha de este Pagaré o la de sus aniversarios ("año del préstamo") con dinero prestado a los suscritos por un lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during each of the prestador que no sea el tenedor del presente, los suscritos pagarán al tenedor del presente (a) durante cada uno de los

first three loan years 2% ——— percent of the amount by which the sum of prepayments made primeros tres años del préstamo 2% ——— por ciento de la cuantía por la cual el total de los pagos anticipados hechos

in any such loan year exceeds twenty percent of the original principal amount of this Note and en cualquier año de préstamo excede al veinte por ciento de la cantidad original del principal de este Pagaré y

(b) during the fourth and fifth loan years 1% ——— percent of the amount by which the sum of (b) durante los cuarto y quinto años del préstamo 1% ——— por ciento de la cuantía por la cual el total de los

prepayments made in any such loan year exceeds twenty percent of the original principal amount pagos anticipados hechos en cualquier año de préstamo excede al veinte por ciento de la cantidad original del principal

of this Note. ————— de este Pagaré. —————

— Presently, notice of dishonor, and protest are hereby waived by all makers — Por la presente se renuncian los derechos de presentación, aviso de rechazo, y proteste por todos los firmantes

sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all — Surettes, garantidores y endorseras del presente. Este pagaré constituye obligación solidaria de todos sus

makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, — otorgantes, fiadores, garantidores y endorseras y a los obliga así como a sus herederos,

personal representatives, successors and assigns. — representantes personales, sucesores y cesionarios. —————

— Any notice to Borrower provided for in this Note shall be given by mailing such notice by — Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por

certified mail addressed to Borrower at the Property Address stated below, or to such other address as correo certificado dirigida al Deudor a la dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que

Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be el Deudor design mediante notificación al tenedor de este Pagaré. Cualquier notificación al tenedor de este Pagaré deberá ser

given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address enviada por correo certificado, con recibo de vuelta, al tenedor de este Pagaré a la dirección

stated in the first paragraph of this Note, or at such other address as may have been designated by notice indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación

to Borrower. ————— al Deudor. —————

— The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, — La deuda evidenciada por este Pagaré está garantizada por una Hipoteca, de fecha igual a la del presente,

on property as indicated in Deed number 462 ————— before the subscribing Notary, ————— sobre propiedad según indicada en la Escritura número 462 ————— ante el Notario suscrito. —————

*Audie Golderos Caballero*  
AUDIE GOLDEROS CABALLERO  
C-4 2ST., HACIENDAS DE CARRAIZO  
TRUJILLO ALTO, PUERTO RICO 00926

Property Address  
DIRECCIÓN DE LA PROPIEDAD

*Minerva Iris Valentin Crespo*  
MINERVA IRIS VALENTIN CRESPO

Affidavit No.: 3,169

Signed and sealed, as witness my signature  
Firmado y sellado, como testigo mi firma

Notary Public  
Notario Público

NOTARIAL SEAL  
Sello Notarial

NOTARY PUBLIC  
NOTARIO PÚBLICO

I HEREBY CERTIFY that this  
is a true and exact copy of the  
original Mortgage Note.

## ESTUDIO DE TITULO

CASO PARA : MARTINEZ & TORRES LAW OFFICES, P.S.C.  
CASO NUMERO : N/E 23141  
REFERENTE : AUDIE GOLDEROS CABALLERO  
FINCA NUMERO : 23502, Inscrita al folio 21 del tomo 420 de Trujillo Alto,  
Registro de San Juan, Sección IV.

### DESCRIPCION:

**URBANA:** Solar radicado en la Urbanización Haciendas de Carraizo, Segunda Sección, en el Barrio Carraizo del término municipal de Trujillo Alto, Puerto Rico, que se describe en el plano de inscripción de la Urbanización con el número, área y colindancias que se relacionan a continuación: Número del solar: 4 del bloque C. Área del solar: 387.37 metros cuadrados. En límites por el Norte, con la calle número 1, en una distancia de 22.50 metros y medio arco de 2.75 metros; por el Sur, con el solar número 3, en una distancia 26.00 metros; por el Este, con la calle número 3, en una distancia de 11.50 metros y medio arco de 2.75 metros; por el Oeste, con los solares número 5 y el número 6, en una distancia de 15.00 metros. Enclava edificación.

### TRACTO:

Se segregó de la finca número 22212, inscrita al folio 160 del tomo 410 de Trujillo Alto a favor de la C.D.R. Development Corporation.

### DOMINIO:

Consta inscrita a favor de AUDIE GOLDEROS CABALLERO y su esposa, MINERVA IRIS VALENTIN CRESPO, quienes adquieren por compra a C.D.R. Development Corporation, por la suma de \$48,380.00, según escritura número 158, otorgada en San Juan, el 31 de mayo de 1988, ante el notario Francisco Alonso Rivera. Inscrita al folio 21 del tomo 420 de Trujillo Alto. Inscripción primera.

### GRAVAMENES:

Afecta por su procedencia a:  
Servidumbre a favor de la Autoridad de Fuentes Fluviales, Autoridad de Acueductos y Alcantarillados, Puerto Rico Telephone Company, Municipio de Trujillo Alto y Condiciones Restrictivas, Condiciones de no explotar parcela de 5.892 cuerdas para la extracción de piedra y Servidumbre de paso.

Por si a:

### HIPOTECA:

Constituida por Audie Golderos Caballero y su esposa, Minerva Iris Valentín Crespo, en garantía de un pagaré a favor de POPULAR MORTGAGE INC., o a su orden, por la suma de \$99,400.00, con intereses al 7% anual y vencimiento de 1 de julio del 2030, según escritura número 462, otorgada en Guaynabo, el 25 de junio del 2005, ante la notaria María Isabel García Martínez. Inscrita al folio 149 del tomo 799 (ágora) de Trujillo Alto. Inscripción séptima.

### PRESENTACION:

Presentada el 7 de febrero del 2005, al asiento 1011 del diario 427, según escritura número 167, otorgada en Guaynabo, el 30 de octubre de 2004, ante la notaria Irma Rodríguez García, para que se inscriba modificación de hipoteca por la suma de \$79,200.00 y \$63,070.00.

Nota: Notificado el 29 de febrero del 2008 y Retirado el 15 de abril del 2008.

Continúa...

CASO: N/E 23141

FINCA: 23502

PAGINA: 2

REVISADOS: Libro de Embargos, Sentencias, Embargos Federales y Bitácora electrónica hasta el 24 de octubre del 2008.

L.J.N. TITLE SEARCH COMPANY INC.  
APARTADO 4511  
CAROLINA, PUERTO RICO 00984  
Tel (787)791-5381, Fax (787) 791-5304

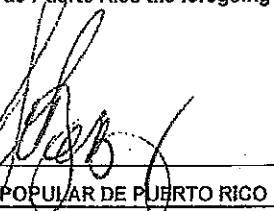
  
P.O. \_\_\_\_\_  
**OFICIAL AUTORIZADO**

DJM/vjr FD27

**ADVERTENCIA:** El presente informe representa la realidad registral según la información contenida en los Registros Oficiales del Registro de la Propiedad. La bitácora electrónica no es un libro oficial del Registro, por lo tanto no somos responsables de errores u omisiones en su contenido.

(M-362) 23141

## STATEMENT OF ACCOUNT

<b>DEBTOR:</b>	Audie R. Golderos Caballero			<b>BPPR NUM:</b>	3073	
<b>BANKRUPTCY NUM:</b>	11-01461BKT		<b>FILING DATE:</b>	02/25/11		
<b>SECURED LIEN ON REAL PROPERTY</b>						
Principal Balance as of	04/01/10			98,173.86		
Accrued Interest from	03/01/10	to	06/30/11	9,143.80		
Interest:	7.000%	Accrued num. of days:	479	Per Diem:	19.089362	
<b>Monthly payment to escrow</b>						
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00	
A&H	\$0.00	Life	\$0.00			
<b>Total monthly escrow</b>		\$0.00	Months in arrears	15	Escrow in arrears	
					0.00	
					Accrued Late Charge:	
					639.21	
<b>Advances Under Loan Contract:</b>						
Title Search	\$35.00	Tax Certificate	\$0.00	Inspection	\$0.00	
Other	\$572.79				607.79	
Legal Fees:					650.00	
Total amount owed as of	06/30/11			109,214.66		
<b>AMOUNT IN ARREARS</b>						
<b>PRE-PETITION AMOUNT:</b>						
11	payments of	\$770.00	each one	8,470.00		
acummulated late charges				490.29		
<b>Advances Under Loan Contract:</b>						
Title Search	\$35.00	Tax Certificate	\$0.00	Inspection	\$0.00	
Other	\$572.79				607.79	
Legal Fees					650.00	
<b>A = TOTAL PRE-PETITION AMOUNT</b>					10,218.08	
<b>POST-PETITION AMOUNT:</b>						
4	payments of	\$770.00	each one	3,080.00		
Late Charge				148.92		
<b>B = TOTAL POST-PETITION AMOUNT</b>					3,228.92	
<b>A + B = TOTAL AMOUNT IN ARREARS</b>					13,447.00	
<b>OTHER INFORMATION</b>						
Next pymt due	04/01/10	Interest rate	7.000% P & I	\$702.54	Monthly late charge	\$37.23
Investor	BANCO POPULAR DE PUERTO RICO		Property address	URB. HACIENDAS DE CARRIZO C-4 CALLE 2 TRUJILLO ALTO PR 00926		
The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.						
						
06/07/11						
DATE						
BANCO POPULAR DE PUERTO RICO						

Department of Defense Manpower Data Center

Jun-22-2011 14:02:01



## Military Status Report

Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
GOLDEROS CABALLERO	AUDIE R		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon, Director  
 Department of Defense - Manpower Data Center  
 1600 Wilson Blvd., Suite 400  
 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq., as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

***More information on "Active Duty Status"***

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

***Coverage Under the SCRA is Broader in Some Cases***

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a name and SSN provided by the requester.

Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:7FFTOMHKM1

## Department of Defense Manpower Data Center

Jun-22-2011 14:03:24



## Military Status Report

Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
VALENTIN CRESPO	MINERVA I		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon, Director  
 Department of Defense - Manpower Data Center  
 1600 Wilson Blvd., Suite 400  
 Arlington, VA 22209-2593

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Report ID:PKLPHGJJQL